

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 43 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. N65540-06-R-0019		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 28 Jun 2006	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352, KAREN VAN GIESEN 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403 TEL: 215-897-7644 FAX: 215-897-7994				8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
SOLICITATION						
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>03:00 PM</u> local time <u>01 Aug 2006</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME KAREN VAN GIESEN		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-7644		C. E-MAIL ADDRESS karen.vangiesen@navy.mil
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OFFER (Must be fully completed by offeror)						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE	
					18. OFFER DATE	
AWARD (To be completed by Government)						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	OE-207 Port/Starboard Bearing Container FFP OE-207 Port/Starboard Bearing Container IAW Item 73B of Drawing 4491157 Rev E FOB: Destination	22	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	OE-207 Forward Bearing Container FFP OE-207 Forward Bearing Container IAW Item 41B of Drawing 4491157 Rev E FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	OE-207 Aft Bearing Container FFP OE-207 Aft Bearing Container IAW Item 59B of Drawing 4491157 Rev E FOB: Destination	3	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Periscope Fairing Parts Sets FFP Type 18 Periscope Fairing Parts Sets IAW Drawings 6744238 Rev. C, 6744239 Rev. C, 6744240 Rev B., 6744241 Rev. C and 6744242 Rev. C FOB: Destination	6	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Periscope Fairing Internal Bearing Sets FFP Type 18 Periscope Fairing Internal Bearing Sets IAW Items 12 and 15 of Drawing 6744238 Rev. C FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Periscope Fairing Conversion Sets FFP Type 8B Mod 3 Periscope Fairing Conversion Kits IAW Drawing 6809969 Rev. C FOB: Destination	4	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Upper Bracket Gasket Insulator FFP Upper Bracket Gasket Insulator IAW Item 37 of Drawing 674421 Rev. C FOB: Destination	20	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Cathodic Rod Separators FFP Cathodic Rod Separators IAW Drawing 6744241 Rev C. FOB: Destination	50	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Technical Data FFP Technical Data IAW DD-Form 1423 FOB: Destination		Lot		

NSP

NOTE: The Drawings referenced in the line items and listed below include a Distribution Statement of “D” and will not be released with the solicitation. Drawings will be provided separately to contractors who specifically request them from the contract specialist designated in the solicitation and are registered in the Joint Certification Program (JCP), which is managed by the Defense Logistics Information Service (DLIS). The Joint Certification Program establishes the eligibility of a U.S. or Canadian contractor to receive technical data governed by DoD Directive 5230.25. This Directive sets forth policies, procedures and responsibilities for the withholding of unclassified technical data from public disclosure. DoD Directive 5230.4, a companion directive, establishes the distribution marking system for DoD controlled technical documents. To become certified to receive controlled technical documents, contractors must submit a completed DD Form 2345 to the JCO. Refer to www.dlis.dla.mil/jcp/ for additional information on obtaining the required certification.”

Drawing 4491157 Rev. E

Drawing 6744238 Rev. C

Drawing 6744239 Rev. C

Drawing 6744240 Rev. B

Drawing 6744242 Rev. C

Drawing 6809969 Rev. C

Section C - Descriptions and Specifications

STATEMENT OF WORK

ITEM 0001

1. The twenty-two (22) OE-207 port/starboard bearing containers to be provided under Item 0001 shall be manufactured in accordance with item 73B of drawing 4491157 Rev. E.
2. The bearing containers shall be serialized SPC-1 and SPC-22.

ITEM 0002

1. The one (1) OE-207 forward bearing container to be provided under Item 0002 shall be manufactured in accordance with item 41B of drawing 4491157 Rev. E.
2. The bearing container shall be serialized SPC-1.

ITEM 0003

1. The three (3) OE-207 aft bearing containers to be provided under Item 0003 shall be manufactured in accordance with item 59B of drawing 4491157 Rev. E.
2. The bearing containers shall be serialized SPC-1 thru SPC-3.

ITEM 0004

1. The six (6) Type 18 periscope fairing parts sets to be provided under Item 0004 shall be manufactured in accordance with drawings 6744238 Rev. C, 6744239 Rev. C, 6744240 Rev. B, 6744241 Rev. C, and 6744242 Rev. C.
2. Each set shall consist of the following items in the quantities specified below:

NAVSEA Dwg. 6744238

Item 19, Dowel Pin, 1 each
Item 22, Bolt, Hex Head, 6 each
Item 23, Nut, Hex, Self-Locking, 6 each
Item 28, Nut, Hex, Self-Locking, 1 each
Item 29, Screw, Socket Cap, 8 each
Item 30, Nut, Hex, Self-Locking, 8 each
Item 31, Washer, Flat, 8 each
Item 32, Screw, Flat Head, 8 each
Item 33, Helicoil Insert, 4 each
Item 34, Screw, Hex Head, 4 each
Item 36, Pin, Bolt, Shoulder, 1 each

NAVSEA Dwg. 6744239

Item 2, Upper Bearing Adapter Plate, 1 each, Note (1)
Item 3, Dowel, Pin, 2 each, Note (2)
Item 4, Screw, Socket, Cap, Self-Locking, 1 each
Item 5, Screw, Socket, Cap, Self-Locking, 8 each

Item 6, Screw, Socket, Cap, Self-Locking, 6 each
 Item 7, Screw, Socket, Cap, Self-Locking, 2 each
 Item 8, Screw, Socket, Cap, 3 each
 Item 9, Washer, Lock, Medium, 3 each
 Item 10, Shim, 1 each
 Item 11, Dowel, 2 each, Note (2)

Notes: (1) Item 2, the Upper Bearing Adapter Plate outer contour shall be drilled and tapped in thirteen (13) places in accordance with drawing 6744242 Elevation 22-A.

The outer contour shall be .31" less than the assembled fairing outside contour cited on drawing 6744238 Zone 28-C.

The (6) .410" holes and all holes to be template or drilled at assembly shall be omitted.

(2) Item 3 and 11, dowel pins shall be .375" dia x 1.75" lg in lieu of drawing dimension.

NAVSEA Dwg. 6744240

Item 6, Dowel pin, 2 each, Note (2)
 Item 7, Screw, Socket, Cap, Self-Locking, 4 each
 Item 8, Screw, Socket, Cap, Self-Locking, 4 each
 Item 9, Screw, Socket, Cap, Self-Locking, 2 each
 Item 10, Screw, Socket, Cap, Self-Locking, 3 each
 Item 12, Steady Bearing, Athwartship, 2 each
 Item 13, Steady Bearing, Forward, 1 each
 Item 14, Sleeve, 3 each
 Item 16, Lower Bearing Adapter Plate, 1 each, Note (1)
 Item 17, Screw, Socket, Cap, Self-Locking, 1 each

Note: (1) Item 5, lower bearing adapter plate, the (4) .410" holes and all holes to be template or drilled at assembly shall be omitted.

(2) Item 6, dowel pin shall be .375" dia x 1.75" lg in lieu of drawing dimension.

NAVSEA Dwg. 6744241

Item 37, Upper Bracket Gasket Insulator, 1 each
 Item 38 (consisting of items 14, 31, and 40 thru 43), Grounding Device, 1 each (Note 1)

Note: (1) Extreme care must be taken during assembly not to crack the graphite pad when tightening the nylon insert locknut. The graphite pad must be securely fastened without rattling on the spring.

3. The sets shall be serialized 18RPK-18 through 18RPK-23.

ITEM 0005

1. The four (4) Type 18 periscope fairing internal bearing sets to be provided under Item 0005 shall be manufactured in accordance with items 12 and 15 of drawing 6744238 Rev. C and below.

2. Each set shall consist of the following items from drawing 6744238 in the quantities specified below:

<u>Item #</u>	<u>Nomenclature</u>	<u>Quantity</u>
12	Forward Internal Bearings	2
15	Aft Internal Bearing	1
29	Screw, Socket, Cap	8
30	Nut, Hex	8
31	Washer, Flat	8
32	Screw, Flathead	8

3. The three ½"-13 threaded holes in item 17 of the aft internal bearing shall be omitted.
4. The sets shall be serialized AL-16 through AL-19.

ITEM 0006

1. The four (4) Type 8B MOD 3 periscope fairing conversion kits to be provided under Item 0006 shall be manufactured in accordance with drawings 6809969 Rev. C, 7535287 Rev. D, 7379213 Rev. E, and 7057932 Rev. K and below.
2. Each set shall consist of the following items in the quantities specified below:

NAVSEA Dwg. 6809969

Item 8, Forward Guides, 4 each
 Item 9, Forward Guides, 2 each
 Item 10, Dowel Pin, 1 each
 Item 11, Pin, Shoulder, 1 each
 Item 17, Screw, Flathead, 4 each
 Item 20, Heliciol Insert, 4 each
 Item 22, Bolt, Hexagon, 6 each
 Item 24, Nut, Hexagon, Self-Locking, 6 each
 Item 25, Nut, Hexagon, Self-Locking, 1 each
 Item 33, Screw, Machine, 42 each
 Item 34, Nut, Self-Locking, Spline, 42 each
 Item 35, Screw, Cap, 40 each
 Item 36, Nut, Hexagon, Self-Locking, 40 each
 Item 38, Screw, Modified Length to .875", 6 each (With item 40 installed)
 Item 39, Pin, Dowel, 2 each (See Note 1)
 Item 40, Rod, Plastic, 6 each (Installed in item 38)
 Item 41, Upper Adapter Plate, 1 each (See Note 2)
 Item 42, Screw, Socket, Cap, Self-Locking, 1 each
 Item 43, Screw, Socket, Cap, Self-Locking, 2 each
 Item 44, Screw, Socket, Cap, Self-Locking, 6 each
 Item 45, Screw, Socket, Cap, Self-Locking, 8 each
 Item 46, Lower Adapter Plate, 1 each (See Note 3)
 Item 50, Screw, Hexagon, Self-Locking, 4 each
 Item 51, Screw, Hexagon, Self-Locking, 2 each

Note: (1) Item 39, dowel pin shall be .375" dia x 1.75" lg in lieu of drawing dimension.

(2) Item 41, the Upper Bearing Adapter Plate outer contour shall be drilled and tapped in fifteen (15)

places in accordance with drawing 6809969 Detail 107B.

- (3) Item 46, lower bearing adapter plate, the (4) .410" holes and all holes to be template or drilled at assembly shall be omitted.

NAVSEA Dwg. 7535287

Item 1 (consisting of items 2 thru 8), Grounding Device, 1 each

Note: Extreme care must be taken during assembly not to crack the graphite pad, item 3, when tightening the nylon insert locknut, item 5. The graphite pad must be securely fastened without rattling on the spring, item 2.

NAVSEA Dwg. 7379213

Item 1, Athwartship Bearing, 2 each

Item 2, Forward Bearing, 1 each

Item 3, Sleeve, 3 each

Item 4, Screw, Socket, Cap, 3 each

NAVSEA Dwg. 7057932

Item 29, Insulator, Gasket, Upper, 1 each

Item 31, Insulator, Gasket, Lower, 1 each

3. The sets shall be serialized 8B-1 through 8B-8.

ITEM 0007

1. The twenty (20) upper bracket gasket insulator to be provided under Item 0007 shall be manufactured in accordance with item 37 of drawing 6744241 Rev. C.

ITEM 0008

1. The fifty (50) cathodic rod separators to be provided under Item 0008 shall be manufactured in accordance with item 25 of drawing 6744241 Rev. C.

ITEM 0009

1. The technical data shall be furnished in accordance with DD-Form 1423.

QUALITY ASSURANCE REQUIREMENTS

1. Contractor's Quality/Inspection System:
 - a. The contractor shall provide and maintain a written inspection system, which will assure that all supplies and services submitted to the Government for acceptance conform to contract requirements whether manufactured or processed by the contractor, or procured from subcontractors or vendors. The contractor shall perform or have performed the inspections and tests required to substantiate product conformance to drawing, specifications and contract requirements and shall also perform or

have performed all inspections and tests otherwise required by the contract. The contractor's inspection system shall be documented and shall be available for review by the Naval Surface Warfare Center Carderock Division – Philadelphia Site, Naval Business Center, 4700 S. Broad Street, Phila., PA 19112-5083, Attn. Code 962, via the DCMC, thirty (30) days after award of contract and throughout the life of the contract. The contractor shall notify the Naval Surface Warfare Center Carderock Division – Philadelphia Site in writing of any change to the inspection system. The inspection system shall be subject to disapproval if changes thereto would result in nonconforming product. Vendors currently operating under ANSI/ISO/ASQ Q9001-2000 or MIL-I-45208 quality system will be deemed acceptable under this provision.

b. The Quality/Inspection System shall include the following:

- 1) Document Control
- 2) Purchasing
- 3) Product Identification and Traceability
- 4) Process Control
- 5) Inspection and Testing
- 6) Inspection Measuring and Test Equipment Calibration in accordance with the requirements of ANSI/NCSL Z540-1.
- 7) Inspection and Test Status
- 8) Control of Nonconforming Product
- 9) Corrective/Preventative Action
- 10) Handling, Storage, Packaging, and Delivery
- 11) Internal and External Audits
- 12) Records
- 13) Controls to assure that requirements of this contract are invoked on subcontractors and the contractor verifies implementation by subcontractors.

2. Procedures:

a. The contractor shall furnish the following procedures:

- 14) Nondestructive Test Procedures in accordance with NAVSEAT9074-AS-GIB-010/271 for:
 - a) Dye Penetrant
 - b) Visual.
- 15) Written welding procedures, welding procedure qualification test data, and welder Qualification data in accordance with NAVSEA S9074-AR-GIB-010/278.
- 16) Repair Procedure: If weld repairs of out of tolerance conditions are required, the repair procedure shall be approved by NSWCCD-SSES prior to performing any repairs on components/assemblies to be presented to the government for acceptance and use. The procedure shall include:
 - a) Repair Area
 - b) Repair Method
 - c) Step by Step Repair Process
 - d) Test Requirements
 - e) Acceptance Criteria
 - f) Visual.

3. Records:

- a. For each assembly, component, delivered item, the supplier shall furnish one (1) copy of the following documents correlated to the contract number and serial number assigned to the component/assembly:
- 17) For Contractor-Furnished Raw Material:
- a) For contractor-supplied raw material used in the manufacture of components, the contractor shall supply documented verification of raw material by alloy families by one of the following methods.
- (1) Use simple, direct and rapid material analysis methods or a combination of methods (e.g., visual, hardness test, magnetic properties test, acid spot tests, and metal comparator tests).
- b) For the UHMW polyethylene material the contractor shall provide:
- (1) A Certificate of Compliance attesting that the material is homogeneous, free of streaks, defect free, and stress relieved.
- 18) Weld records including Identification of weld procedure, joint, base material, filler material, heat treatments and welder qualifications as required under this contract in accordance with NAVSEA S9074-AQ-GIB-010/248.
- 19) Test reports showing the results of non-destructive testing inspections. Report must include identification of procedure used, joint inspected, plan number, piece number, equipment and NDT Personnel Qualification compliance to NAVSEA T9074-AS-GIB-010/271 and show acceptance to:
- a) Visual Inspection of Welds - MIL-STD-2035.
- b) Dye Penetrant Testing - MIL-STD-2035.
- 20) Copies of current qualifications to NAVSEA T9074-AS-GIB-010/271 for personnel performing and evaluating the results of non-destructive test.
- 21) The inspection records shall show the results of every dimension inspected and shall include the inspector's signature and date. The inspection records are to be maintained on Objective Quality Evidence Data Sheets (OQEDS) supplied by the contractor. Recording the results of dimensional inspections on a configuration facsimile of the component as shown on the applicable drawing is an acceptable OQED.
- a) ACTUAL measurements are required for the following characteristic:
- (1) Dimensions with a tolerance of +/- .005 or less"
- (2) Straightness of .010" per foot or less
- (3) Geometric characteristics (forms, profile, orientation, location, run out, etc.) with a tolerance of .010" or less
- (4) Finishes 32 or less.
- (5) Angles +/- 1/2 degree or less
- (6) Torque Records
- (a) Torque of records shall include: Torque wrench/device serial number, range, calibration date and identification of lubricants.

- b) Class 2 Threads shall be inspected in accordance with ASME B1.3, System 21 requirements and Class 3 threads or higher shall be inspected in accordance with ASME B1.3, System 22 requirements.
- c) Certification of stress relieving for pieces requiring stress relief.
- d) Certification of age hardening for pieces requiring age hardening.
- e) If required, repair OQE of components/assemblies shall include:
 - (1) Repair Procedure
 - (2) Description of Defect
 - (3) Location
 - (4) Method of Repair
 - (5) Inspection Results
- f) All of the supplied documents shall have complete traceability to the hardware for inspection purposes. Therefore, whenever applicable, records shall show: contract number, name of contractor, plan number, revision letter, piece number, serial letter/number of finished piece, item nomenclature, material degree of control, and MIC number if Level I.
- g) Documented list of all material used in each finished and delivered assembly. A qualification summary sheet that will summarize and correlate all of the Objective Quality Evidence to support product quality. The contractor will supply certifications summary sheet blanks, used by the contractor.
- h) Records for each assembly, component, delivered item shall identify the inspection, measuring or test equipment, calibration dates and calibration due dates for inspection, measuring, and test equipment used during verifications, inspections, and/or tests.

4. Mercury Exclusion Clause:

- a. Mercury Contamination: The supplies furnished under this contract shall contain no metallic or mercury compounds and shall be free from mercury contamination (i.e., during the manufacturing process, testing, or inspecting) in accordance with NAVSEAINST 5100.3D. The supplies offered shall not have come in direct contact with mercury or any of its compounds nor with any mercury-containing device employing only a single boundary of containment. (A single boundary of containment is one, which is not backed by a seal or barrier.) Mercury contamination of the supplies will be cause for rejection of the material.
- b. If there is reasonable cause to suspect the supplies of being contaminated by mercury, the following test may be used to determine whether contamination by metallic mercury exists: Enclose the equipment in a polyethylene bag or close-fitting airtight container and place in an oven at 135 degrees F +5 degrees F for one hour. Sample the trapped air and if mercury vapor concentration is 0.1 mg/cu meter or more, the material is mercury contaminated insofar as the requirements of this contract are concerned. Mercury vapor concentration can be determined with a mercury vapor detector such as a portable General Electric Vapor Detector (Catalog No. 8257557G-3), Bechman Instrument Model K-23, or other instruments that have equivalent range and capabilities. It should be noted that certain vapors such as benzene interfere with this type of mercury vapor detector and the detector should never be zero adjusted in any suspect atmosphere.

- c. If the inclusion of metallic mercury or mercury compounds is required as a functional part of the material furnished under this contract, the contractor shall obtain written approval from NAVSEA before proceeding with manufacture. The contractor's request shall explain in detail the requirement for mercury, identify specifically the parts to contain mercury, and explain the method of protection against mercury escape. Such a request will be forwarded to the Government Inspector or Government Representative with a copy to NAVSEA.
- d. If and to the extent that this contract calls for work to be performed by the contractor on a submarine, the contractor, in connection with such work, shall not bring into or utilize in the submarine any instrument or other device containing metallic mercury or mercury compounds, unless such equipment, instrument, or device has been approved by the Naval Sea Systems Command or authorized representative for use on a submarine.
- e. The contractor is required to certify via a certificate of compliance that:
 - (1) The supplies furnished under this contract contain no metallic mercury or mercury compounds.
 - (2) The contractor has taken responsible steps to ensure that the supplies furnished under this contract are not contaminated with metallic mercury or mercury compounds.
- f. The requirements of this clause shall be included in all subcontracts hereunder. Technical question pertaining to the requirements of this clause shall be referred to NAVSEA via the Government Inspection or Representative.

Section D - Packaging and Marking

SECTION E PACKAGING AND MARKING

1. Each bearing container, parts kit, and internal bearing set shall be individually packaged. The insulators and rod separators can be packaged in one container. All supplies must be marked in accordance with Section B, Description/Specifications, and the following applies:
 - a. Packaging Material: The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited.
 - b. Preservation, packaging and packing shall be in accordance with ASTM D3951, "Commercial Packaging of Supplies and Equipment".
 - c. The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM D3951, "Commercial Packaging of Supplies and Equipment" effective at time of award. The markings shall include the following:
 - (1) Nomenclature
 - (2) Drawing number with revision
 - (3) Assembly/Item number
 - (4) Serial number

Section E - Inspection and Acceptance

1. The contractor is required to perform all inspections to ensure the quality of the finished item and for providing inspection and test equipment necessary to ensure that the results of inspections and tests are accurate.
2. Representatives of an assigned Contract Administration Office (CAO) shall make inspection of the supplies and services to be furnished hereunder, at the contractor's or subcontractor's plant (source).
3. Due to the critical nature of this material, a representative of NSWCCD, Code 962, is available to furnish technical assistance on all quality control matters. The contractor shall agree to notify the Naval Surface Warfare Center Carderock Division – Philadelphia Site, Naval Business Center, Bldg. 29, Phila., PA 19112-5083, Attn. Code 962, when material is ready for inspection so NSWCCD has the option of conducting a quality assurance surveillance on the material at the contractor's plant prior to shipment. A minimum of seven (7) days is required to arrange such a visit.
4. This contract shall not be considered complete unless all documents and items required to be delivered under this contract are received and determined to be acceptable by NSWCCD.
5. Unless otherwise specified, the supplier is responsible for the performance of all inspection requirements as specified herein. The Government reserves the right to perform any of the inspections set forth in the above requirements where such inspections are deemed necessary to ensure that supplies and services conform to requirements.
6. Requests for engineering changes shall be submitted using MIL-STD-973 as a guide. Request for government acceptance of non-conforming material shall be submitted using a QA FORM 12 Modified "Departure from Specifications (DFS) form. Classification of major or minor waivers or deviations shall be in accordance with NAVSEAINST 5400.95C.
7. Final acceptance will be performed by NSWCCD, Philadelphia. Final acceptance by NSWCCD does not relieve the supplier of performing final inspection and test and delivery of the material in accordance with description requirements.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.246-2	Inspection Of Supplies --Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title

ANSI/NCSL Z540-1
ANSI/ISO/ASQ Q9001-2000 or MIL-I-45208 or equal
ASME B1.3, SYSTEM 21 REQUIREMENTS
ASME B1.3, SYSTEM 22 REQUIREMENTS
ASTE D3951
MIL-STD-973 or equal
NAVSEA-S9074-AQ-GIB-010/248
NAVSEA-S9074-AR-GIB-010/278
NAVSEA-T9074-AS-GIB-010/271
NAVSEAINST 5100.3D
NAVSEAINST 5400.95C

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)--ALTERNATE III (APR 1984)

(a) The Government requires delivery to be made according to the following schedule: REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER
		RECEIPT OF WRITTEN NOTICE OF AWARD
0001	22	60
0002	1	60
0003	3	60
0004	6	180
0005	4	240
0006	4	300
0007	20	90
0008	50	120
0009	In accordance with DD Form 1423	

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

WITHIN DAYS AFTER DATE OF RECEIPT OF		
ITEM NO.	QUANTITY	WRITTEN NOTICE OF AWARD
_____	_____	_____
_____	_____	_____
_____	_____	_____

(End of clause)

ITEMS 0001 through 0008 shall be delivered to:

Naval Surface Warfare Center; Carderock Division
Philadelphia Naval Business Center, Bldg. 542
1601 Langley Avenue
Philadelphia, Pa. 19112-5083
Attn: Anthony Locante, Code 962
Contract #: applicable number

ITEM 0009, Technical Data

Delivery of the technical data supplied shall be in accordance with the attached DD-Form-1423's.

The technical data shall be delivered to:

Naval Surface Warfare Center; Carderock Division
Philadelphia Naval Business Center, Bldg. 29
4700 South Broad Street
Philadelphia, Pa. 19112-5083
Attn: Jack Fleming, Code 962
Contract #: applicable number

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

CAR-G10 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 2006) (NSWCCD)

This clause applies to the extent the clause at DFARS 252.232-7003, "Electronic Submission of Payment Requests" appears elsewhere in this contract. This clause provides supplemental information with respect to the electronic submission of payment requests under DFARS 252.232-7003.

The Defense Finance and Accounting Service (DFAS) has limited electronic processing of contractor payment requests to the Wide Area WorkFlow Receipt and Acceptance (WAWF-RA) form identified in the clause at DFARS 252.232-7003. However, an interface between the Naval Surface Warfare Center, Carderock Division (NSWCCD) financial system and WAWF-RA is not available. As a result, NSWCCD cannot process invoices submitted by the contractor for payment via the WAWF-RA. NSWCCD is currently working with the WAWF-RA program office to develop an interface between the NSWCCD financial system and WAWF-RA.

Unless the contractor and the contracting officer agree to an alternate method, the contractor shall submit payment requests, using other than an electronic form, in accordance with the applicable payment clauses of this contract.

The contractor agrees to comply with the clause at DFARS 252.232-7003 when notified by the contracting officer that the interface between the NSWCCD financial system and WAWF-RA is available and capable of processing invoices submitted electronically by the contractor for payment.

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996

52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2005
252.225-7014 Alt I	Preference For Domestic Specialty Metals (Jun 2005) - Alternate I	APR 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7025	Restriction on Acquisition of Forgings	JUN 2005
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Robert Colot
 Naval Surface Warfare Center Carderock Division Philadelphia
 5001 S. Broad Street, Code 3352
 Philadelphia, PA 19112-1403
 215-897-7060

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.
- (b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--
 - (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
 - (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
 - (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in

quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://farsite.hill.af.mil/Vfdfar1.htm>

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/dpap/UID/uid--types.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line

item No.	Item description:
N/A	

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -----.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology ``EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contract shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:_____

Facility:_____

Military or Federal Specification or Standard:_____

Affected Contract Line Item Number, Subline Item Number, Component, or Element:_____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBIT

NOMENCLATURE

A

Contract Data Requirements List - DD Form 1423
Data Item Numbers A001 through A007

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334220.

(2) The small business size standard is 750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (APR 2006)

(a) The DoD Electronic Document Access (EDA) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. EDA is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor will be sent a notification email when a contractual document has been uploaded for distribution. The contractor will be required to register as a vendor on the EDA web site (<http://eda.ogden.disa.mil>) in order to view/download their company's contractual documents. The files posted are in .pdf format and may be accessed using Adobe Acrobat Reader. Adobe Acrobat Reader is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

Section L - Instructions, Conditions and Notices to Bidders

Proposal Requirements

1. Prior to contract award the contractor shall submit with their cost proposal a technical proposal for NSWCCD review.
2. The technical proposal and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information.
3. The offeror shall submit the following information:
 - a. Two copies signed solicitation packages, with all representatives and certifications executed.
 - b. Two copies of the technical proposal
 - c. Two copies of the cost/pricing proposal
4. Each technical proposal shall enable the Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the government. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements, which paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause. As a minimum, the proposal must clearly provide the following:
 - a. SPECIFICATION - The offeror shall explain their product line through descriptive literature and other information in order to evaluate that the offeror has the facilities, test equipment, capabilities, and resources necessary to manufacture or otherwise produce the clamps. Provide experience in manufacturing in order to evaluate that the offeror has the capability to fully comply with the specifications, qualification, inspection, test, certification, preparation, and delivery requirements of this contract/solicitation. Also, the offeror shall provide proposed equipment and tools to accomplish the task.
 - b. TEST REQUIREMENTS - The offeror shall provide a description of facilities, test equipment and methods, and other information necessary to demonstrate the ability to conduct qualification testing.
 - c. DELIVERY REQUIREMENTS - Provide a summary of the clamps and parts manufacturing, testing, and shipping schedules, which supports the stated required delivery schedule. Indicate key events and/or milestones and the time to complete each event in order to meet the delivery requirements.
 - d. PERTINENT EXPERIENCE ELEMENTS - The offer shall demonstrate that they have or had the ability to meet the requirements below.
 - (1) A quality/inspection system in accordance with ANSI/ISO/ASQ Q9001-2000 or MIL-I-45208.
 - (2) An inspection measuring and test equipment calibration system in accordance with ANSI/NCSL Z540-1.
 - (3) Perform weight/holding capacity test for mast clamps.
 - (4) Non-destructive Test Procedures in accordance with NAVSEAT9074-AS-GIB-010/271 for Magnetic Particle and Visual.

(5) Non-destructive Test Personnel qualified to NAVSEA T9074-AS-GIB-010/271.

(6) Written welding procedures, welding procedure qualification test data, and welder Qualification data in accordance with NAVSEA S9074-AR-GIB-010/278.

NOTE: In order for the offerors' proposals to be considered for award, the technical proposal must be considered acceptable. Offerors which do not present sufficient information to complete technical evaluation by the Government may be rejected or otherwise determined to be technical unacceptable.

CLAUSES INCORPORATED BY REFERENCE

52.215-1 Instructions to Offerors--Competitive Acquisition JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; ~~X~~ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Robert Colot
Naval Surface Warfare Center Carderock Division Philadelphia
5001 S. Broad Street, Code 3352
Philadelphia, PA 19112-1403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/VFFAR1.HTM>

<http://farsite.hill.af.mil/Vfdfar1.htm>

(End of provision)

SINGLE AWARD BY ITEM

(a) Award will be made to a single offeror on each item.

(b) The offeror must propose on the entire quantity of the item to be eligible for award of that item. Award will be made to the responsible offeror proposing the lowest aggregate price for each item.

Section M - Evaluation Factors for Award

LOW COST/TECHNICALLY ACCEPTABLE EVALUATION

The contract resulting from this solicitation will be awarded to that responsible offeror submitting a technically acceptable proposal with the lowest evaluated price. The Government reserves the right to make a multiple or a single award.

Technical acceptability will be determined in accordance with the following evaluation factors, based on information submitted in response to the provisions entitled "Technical Proposals". To be determine technically acceptable, the offeror must be technically acceptable in each of the areas identified by the following evaluation factors:

Specification

Test Requirements

Delivery Requirements

Pertinent Experience Elements